

SERIAL 02136 RFP MISCELLANEOUS SERVICES #1-ZONING, LAND USE STUDIES

DATE OF LAST REVISION: September 13, 2006

CONTRACT END DATE: March 31, 2008

CONTRACT PERIOD THROUGH ~~MARCH 31, 2006~~ MARCH 31, 2008

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **MISCELLANEOUS SERVICES #1-ZONING, LAND USE STUDIES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **March 05, 2003**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

DL/mm
Attach

Copy to: Clerk of the Board
Mike Wilson, MCDOT
Mirheta Muslic, Materials Management



CONTRACT PURSUANT TO RFP

SERIAL 02136-RFP

This Contract is entered into this 5th day of March, 2003, by and between **MARICOPA COUNTY** ("County"), a political subdivision of the State of Arizona, and **STANTEC**, an Arizona Corporation ("Contractor") for the purchase of **LAND USE STUDIES** services.

1.0 TERM

- 1.1 This Contract is for a term of **THREE** (3) years, beginning on the 5th day of March, 2003 and ending the 31st day of March, 2006 2008.
- 1.2 The County may, at its option and with the agreement of the Contractor, extend the period of this Contract for additional one (1) year terms up to a maximum of two (2) additional terms. The County shall notify the Contractor in writing of its intent to extend the Contract period at least thirty (30) calendar days prior to the expiration of the original contract period, or any additional term thereafter.

2.0 PAYMENT

- 2.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum stated in Final Pricing, attached hereto and incorporated herein as Exhibit "A." Payment shall be made as set forth in the RFP and or the Best and Final Offer.
- 2.2 Payment under this Contract shall be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the purchase order. Invoices shall contain the following information: purchase order number, item numbers, description of supplies and/or services, sizes quantities, unit prices, and extended totals and applicable sales/use tax. The County is not subject to excise tax.

3.0 DUTIES

- 3.1 The Contractor shall perform all duties stated in the Agreed Scope of Work, attached hereto and incorporated herein as Exhibit "B."
- 3.2 Contractor shall perform services at the location(s) and time(s) stated in Exhibit "B," or in the purchase order requesting such services.

4.0 TERMS & CONDITIONS

4.1 INDEMNIFICATION AND INSURANCE:

4.1.1 Indemnification.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

4.1.2 Insurance Requirements.

Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.

The Contractor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retention's by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insured.

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

4.1.2.1 Commercial General Liability. Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision, which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for Contractor's operations and products and completed operations.

If the Contractor subcontracts any part of the work, services or operations awarded to the Contractor, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the performance of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

4.1.2.2 Automobile Liability. Contractor shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Contractor's vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

4.1.2.3 Workers' Compensation. The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

If any work is subcontracted, the Contractor will require Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Contractor.

4.1.3 Certificates of Insurance.

4.1.3.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy(ies) required by this Contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.

4.1.4 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty-(30) day's prior written notice to the County.

4.2 **PROCUREMENT CARD ORDERING CAPABILITY:**

It is the intent of Maricopa County to utilize the Bank of America MasterCard Procurement Card, or other procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract.

4.3 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County at its option to utilize the Internet to place orders under this Contract.

4.4 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Department of Materials Management
Attn: Director of Purchasing
320 West Lincoln Street
Phoenix, Arizona

For Contractor:

Ms. Penny Milton
Stantec Consulting
8211 South 48th Street
Phoenix, AZ 85044

4.5 REQUIREMENTS CONTRACT:

Contractor signifies its understanding and agreement by signing this document, that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made. Orders will only be placed when County identifies a need and issues a purchase order and identifies work assignment(s).

Contractor shall take no action under this Contract unless specifically requested by County, which shall submit a written purchase order to Contractor requesting that work be performed or product be delivered.

County reserves the right to cancel purchase orders within a reasonable period of time after issuance. Should a purchase order be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor pursuant to the purchase order. The County will not reimburse the Contractor for any costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order.

Contractor agrees to accept verbal cancellation of purchase orders.

4.6 ESCALATION:

Any requests for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Producer Price Index or by performing a market survey.

4.7 TERMINATION:

County may unconditionally terminate this Contract for convenience by providing thirty (30) calendar days advance notice to the Contractor.

County may terminate this Contract if Contractor fails to pay any charge when due or fails to perform or observe any other material term or condition of the Contract, and such failure continues for more than ten (10) days after receipt of written notice of such failure from County, or if Contractor becomes insolvent or generally fails to pay its debts as they mature.

4.8 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.9 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.10 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the bid price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.11 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

4.12 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.13 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.14 AUDIT DISALLOWANCES:

If at anytime County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

4.15 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

4.16 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.17 INTEGRATION

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, bids, communications, understandings, representations, or agreements, whether oral or written, express or implied.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

AUTHORIZED SIGNATURE

PRINTED NAME AND TITLE

ADDRESS

DATE

MARICOPA COUNTY

BY: _____
DIRECTOR, MATERIALS MANAGEMENT

DATE

BY: _____
CHAIRMAN, BOARD OF SUPERVISORS

DATE

ATTESTED:

CLERK OF THE BOARD

DATE

APPROVED AS TO FORM:

MARICOPA COUNTY ATTORNEY

DATE

PRICING SHEET P089511/B0700023/96194

INDICATE PERCENTAGE OF M/WBE PARTICIPATION IF ANY HERE: 0 %

1.0 CONSULTING AND SUPPORT SERVICES:

<u>ITEM DESCRIPTION</u>	<u>HOURLY RATE</u>
1.1 Principal	<u>\$137.00</u>
1.2 Senior Project Manager	<u>\$116.00</u>
1.3 Project Manager	<u>\$96.00</u>
1.4 Design Engineer	<u>\$96.00</u>
1.5 Designer	<u>\$88.00</u>
1.6 Assistant Designer	<u>\$72.00</u>
1.7 Technicians	<u>\$60.00</u>
1.8 Survey Field Supervisor	<u>\$96.00</u>
1.9 Administrative Assistant	<u>\$53.00</u>
1.10 Planner	<u>\$107.00</u>
1.11 Attorney	<u>\$250.00</u>

2.0 TRAVEL EXPENSES

Travel expenses must be authorized in advance by Maricopa County and will be reimbursed at cost.

3.0 Other Expenses

Report production, duplication, and other miscellaneous expenses will be reimbursed at cost.

Note:

<u>ITEM DESCRIPTION</u>	<u>HOURLY RATE</u>
Johnson and Zaddack (Gerard Zaddack)	<u>\$150.00</u>
Task Engineering, Traffic (Ken Howell)	<u>\$110.00</u>
Wright Engineering, Lighting (Ron Wright)	<u>\$90.00</u>

**EXHIBIT B
SCOPE OF WORK**

MISCELLANEOUS SERVICES #1-ZONING, LAND USE STUDIES

1.0 INTENT:

MCDOT owns a ~~153.44~~ 94.3-acre parcel of land located in Section 18, T4N, and R1W that is excess property to their needs for road development. Upon completion of this contract, MCDOT intends to sell this property via the public auction process.

2.0 SCOPE OF WORK:

Stantec will use a stepped process for the entitlement of the Subject Site. These steps include, but are not limited to:

- ✓ Project Kick-Off Meeting
- ✓ Cost Effective Process Consensus Determination
- ✓ Data Collection and Analysis
- ✓ Highest and Best Use Study
- ✓ Opportunity and Constraints Mapping
- ✓ Public Participation Plan Preparation
- ✓ Charrette Meetings with the *Rezoning and Annexation Team* (Stantec and sub consultants, Maricopa County, the City of Surprise and Neighborhood Associations and/or other interested parties)
- ✓ Development of Alternative Conceptual Land Use Alternatives One and Two
- ✓ Meet Rezoning and Annexation Team to critique Alternative Concept Plans One and Two
- ✓ Design a hybrid from the Alternative Concept Plan One and Two and from these create the Alternative Three, Conceptual Land Use Plan
- ✓ Rezoning and Annexation Team meeting for approval of Alternative Three
- ✓ Preparation of Rezoning Documents
- ✓ Preparation of Annexation Documents
- ✓ Rezoning Submittal
- ✓ Annexation Submittal
- ✓ Jurisdictional Review and Approval
- ✓ Public Hearings

The Stantec Team includes a Zoning Attorney who may be called on throughout the Zone Change and Annexation Process.

Data Collection will include collection of, but is not limited to, the following plans and studies:

- ✓ Area Drainage Master Studies
- ✓ Estrella Roadway, Grand Avenue Roadway and other pertinent roadway plans
- ✓ Area Transportation Master Plans
- ✓ McMicken Dam Plans and Studies
- ✓ City of Surprise Area Studies, Zoning and General Plans
- ✓ Maricopa County Area Studies, Zoning and General Plans
- ✓ Area Sewer Master Plans
- ✓ Area Water Master Plans
- ✓ Regional Hiking and Trail Master Plans
- ✓ Existing and Future Power Line Plans
- ✓ Environmental Studies
- ✓ Other studies, plans, and drawings as required

As a part of Data Collection and Analysis, Stantec will complete investigation and studies for the Subject Site. These include, but are not limited to:

- ✓ ALTA Survey and Topographic Survey
- ✓ Subject Site Water and Sewer Reports
- ✓ Subject Site Drainage Study
- ✓ Phase One Environmental Report
- ✓ Jurisdictional 404 Delineation
- ✓ Archeological Survey

Upon completion of Opportunities and Constraints mapping, Stantec will complete a Highest and Best Use Study. The analysis of existing conditions together with the Highest and Best Use Study will reveal the best land use of the site considering all physical factors, the market, and economics.

Following data collection, Opportunity and Constraints mapping and the Highest and Best Use Study, a series of Design Charrette meetings will take place with the Rezoning and Annexation Team which includes Stantec (and sub-consultants), Maricopa County, City of Surprise, and other interested parties or invitees as may be determined by Maricopa County. In these Charrettes, the team will review the Opportunities and Constraints mapping of the Subject Site together with the completed Highest and Best Use Study and discuss all of the specific needs, requirements and/or desired outcomes for the upcoming Conceptual Land Use Planning scheduled for the Subject Site.

Three Alternative Conceptual Land Use Plans will be developed at the juncture when the land Opportunities and Constraints, the Highest and Best Use, and the political and jurisdictional issues and concerns are well known. In this way, to the greatest extent possible, all concerns can be addressed and taken into consideration while developing land use planning.

The first and second plans are created simultaneously to provide two distinct options for land use elements. Upon completion of the Charrette meetings and reviews, Stantec will develop a third alternative or hybrid of the alternatives. The third Alternative Land Use Plan is to be used as the plan that will be moved forward into the rezoning process, annexation and entitlement of the Subject Site.

2.1 GENERAL REQUIREMENTS:

2.1.1 The Stantec Team will meet with the representatives of the City of Surprise and Maricopa County to determine the most cost effective entitlement process that complies with the County and/or City of Surprise requirements. This process includes, but is not limited to:

- ✓ Review of political issues and Maricopa County's desired maintenance of control over entitlement processing
- ✓ Review of options as to Conceptual "Bubble Plan" versus detail planning
- ✓ Review, with Maricopa County and the City of Surprise, each jurisdiction's process and checklist guides for rezoning and annexation
- ✓ Determine the minimal process and checklist items that each jurisdiction will require for each submittal package on the project
- ✓ Compile a cost estimate for each minimal submittal package

The Stantec Team will evaluate the proposed process with Maricopa County to reach consensus regarding the "most cost effective process" for completing the rezoning and annexation of the Subject Site.

The Stantec Team will prepare a Highest and Best Use Study of the Subject Site. The Highest and Best Use Study will be completed subsequent to the completion of Data Collection and Analysis and Opportunities and Constraints mapping. Gerald Zaddack, Johnson & Zaddack Inc, a market appraiser, will be the sub consultant to Stantec in completing the Highest and Best Use Study.

Key components in the Highest and Best Use Study for the referenced property will include the following:

- ✓ Analyze neighborhood trends including population, employment, income levels, housing prices, and development plans for adjacent parcels.
- ✓ Analyze the uses that are physically possible for the referenced property. Using the data collection and analysis, together with the Opportunities and Constraints mapping, the status of property access, sewer and water utility accessibility, environmental requirements, flood plain regulations, drainage restrictions and onsite retention, high voltage power lines and other utility easements will be confirmed. Johnson & Zaddack will utilize the results of research to identify the uses that are physically possible on the Subject Property.
- ✓ Analyze legally permissible uses. This step will include a review of the zoning and general land use designations for the referenced property. Maricopa County and Surprise Planning and Zoning officials will be interviewed in order to assess the most likely land uses that will be allowed by these two jurisdictions, given the neighborhood trends and physically possible uses.
- ✓ Recommend the land use that is maximally productive; i.e. the land use that will result in the highest price for the property. The recommendation will be based on the results of the three previous analyses.

- 2.1.2 The Stantec Team will develop the Conceptual Plan Alternatives. Several steps will be undertaken in order to create quality land use plans. The steps will include, but are not limited to:

Complete Data Collection and Analysis

- ✓ Collecting the Area Drainage Master Studies
- ✓ Estrella Roadway, Grand Avenue Roadway and other pertinent roadway Plans
- ✓ Area Transportation Master Plans including those pertaining to access studies for the Subject Site and the High Capacity Transit Network Plans
- ✓ McMicken Dam Plans and Studies
- ✓ City of Surprise Area Studies, Zoning and General Plans
- ✓ Maricopa County Area Studies, Zoning and General Plans
- ✓ Area Sewer Master Plans
- ✓ Area Water Master Plans
- ✓ Regional Hiking and Trail Master Plans
- ✓ Existing and Future Power Line Plans
- ✓ Environmental Studies
- ✓ Other studies, plans, drawings as may be required

Prepare Underlying Surveys and Studies

As a part of Data Collection and Analysis process, Stantec will complete surveys and studies for Subject Site. These surveys and studies include, but are not limited to:

- ✓ ALTA and Topographic Survey
- ✓ Phase One Environmental Assessment
- ✓ Water Study
- ✓ Sewer Study
- ✓ Drainage Study

Research will be conducted to determine specific availability and accessibility as to water and sewer, and to address pressures and general proposed routing of these utilities. A site specific Drainage Study will address how the site will pass through the off-site flows that impact onto the site as well as on-site retention required for the proposed Third Conceptual Land Use Plan. Environmental Studies are proposed to include: a Phase One Report, Jurisdictional 404 Delineation (to check for federal nexus in conjunction with the potential for an Army Corps of Engineers 404 Permit) and an Archeological Survey.

Prepare ALTA and Topographic Survey

Stantec will complete an ALTA survey with topographic features for Assessor's parcels 503-57-025D and that portion of 503-57-019E lying West of the Westerly right-of-way of Loop 303. The ALTA Survey will be prepared in compliance with 1999 ALTA/ACSM Standard Survey requirements and will include items 1-5, 8, 10, 11b and 14 through 16 from Optional Table A. It is understood that the client will provide Stantec with a current title report with all Schedule B documents. Aerial mapping will be utilized to obtain topographic features including one-foot contours and will be provided by Kenney Aerial Mapping. Stantec will provide the ground control for the mapping. The mapping is to extend 200' beyond the subject property. The mapping will be based on NAVD 88 vertical datum unless specified otherwise. Stantec will perform site-specific Topographic surveys at offsite locations (outside of mapping), for the express purpose of locating existing access points or designing proposed access points to subject property. A 40-scale map will be prepared with one-foot contours provided in AutoCAD 2000 drawing file format on CDROM. An aerial photo is required for 404 Jurisdictional Delineation. This must be a current photo and be at a scale of one-inch equals 100 feet. The aerial photo will be contracted through Kenney Aerial and will be completed with the ALTA – Topographic Survey.

Stantec will provide legal descriptions and exhibits as requested for creating easements and/or deeds for the transfer or sale of properties.

Water Study – Existing Conditions

The Stantec Team, Civil Engineering will study the existing availability, connection locations, and pressures for water. Water connection location will be a part of the Opportunities and Constraints Mapping.

Sewer Study – Existing Conditions

The Stantec Team, Civil Engineering will study the existing availability and connection locations for sewer. Sewer location will be a part of the Opportunities and Constraints Mapping.

Drainage Study – Existing Conditions

The Stantec Team, Civil Engineering will study the existing off-site drainage that impacts the site and potential retention on-site. The pass-through of off-site flows and retention may reduce “buildable” land.

Environmental Studies – Phase One, 404 JD, Archeological Survey

The Stantec Team, Environmental will complete the Phase One Study, 404 Jurisdictional Delineation (JD) and an Archeological Survey. Land constraints discovered will be made a part of the Opportunities and Constraints Mapping.

Phase One Environmental

The Stantec Team, Environmental will complete a Phase One investigation according to ASTM standards including reasonable inquiry into the history of the property, site usage, soils and geology, topography, surface water hydrology, hydrogeology, interviews with individuals knowledgeable about the site, aerial photo review and review of regulatory agency records and databases.

404 Jurisdictional Delineation

The Stantec Team, Environmental will complete an investigation of the ephemeral drainage washes on the property to determine the jurisdictional delineation (JD) and to measure and map the JD in the field. A package will be prepared for submittal to the Army Corps of Engineers based upon their requirements. In the event that jurisdiction exists on the property, which may impact the project, Maricopa County may wish to have a 404 Permit Application prepared to be submitted at the same time as the JD.

Archeological Survey

The Stantec Team, Environmental will conduct an archeological survey of the site. The archaeological survey will include background research, a field investigation to walk the property at 20-meter intervals and report preparation to standards established by the State Historic Preservation Office. The purpose of the survey is to locate and record any prehistoric evidence or historic artifacts/features at least 100 years of age.

Access Study

The Stantec Team, Civil Engineering, will study existing and proposed site access. The location of the existing and proposed access will be a part of the Opportunities and Constraints mapping.

Prepare Land Opportunities and Constraints Mapping

Stantec will prepare a Land Opportunities and Constraints map. The base of this map will be an ALTA and Topographic Survey of the Site. The development and constraints and opportunities revealed through data collection and analysis of the site will be provided on this AutoCAD map. Physical Opportunities and Constraints may include, but are not limited to: view shed opportunities, trail land use opportunities and requirements, ultimate roadway right of ways, power lines, easements, ingress and egress access, environmental constraints, as well as drainage and floodplain constraints, neighboring development constraints, perimeter setback requirements, etc.

Prepare Public Participation Plan

While the Data Collection & Analysis and Constraints mapping is being completed, Stantec will develop a Public Participation Plan together with Maricopa County and City of Surprise staffs. This participation plan is likely to include scheduling meetings with Neighborhood Associations and other stakeholders as a public outreach effort. Typically, this will include meeting one-on-one with stakeholders, Neighborhood Association representatives, and interested parties, and meetings with various departments within the participating jurisdictions. The Public Participation Plan will include, but may not necessarily be limited to, the meetings listed in the paragraphs below. By developing this Public Participation Plan after the award of the contract, Maricopa County and other various jurisdictions will have the greatest influence to plan how Public Participation will be accomplished (i.e. who should be contacted, the timing of the contact, etc.). The Public Participation Plan will also address the public participation requirements for the Rezoning Process as well as those required for the Annexation Process.

In general, the Public Participation Plan will:

- ✓ Identify affected residents, property owners, interested parties, jurisdictions and agencies.
- ✓ Describe how those affected will be notified of the application being filed.
- ✓ Describe how those affected will be informed of the substance of the application.
- ✓ Describe how those above can express their opinions, ask questions, and provide input on the application.
- ✓ Provide a schedule for completion of the citizen participation effort.
- ✓ Describe how County P&D will be kept informed of the progress of the CPP implementation.
- ✓ Provide a report that summarizes the results of the CPP, meeting dates, notice procedures, etc. and summarize the nature of comments received and how they were addressed.

Charrette 1 – Evaluate Constraints Data Collection, Opportunities and Constraints, and Highest and Best Use

At the completion of Opportunities and Constraints mapping and the Highest and Best Use Study, a Design Charrette # 1 Meeting be held with the Rezoning and Annexation Team (Stantec and sub-consultants, Maricopa County, City of Surprise, and other interested parties as may be determined by Maricopa County). In this Charrette, the team will review and address the Opportunities and Constraints mapping of the Subject Site together with the completed Highest and Best Use Study and discuss all of the specific needs, requirements and/or desired outcomes for the upcoming Conceptual Land Use Planning of the Subject Site.

Neighborhood Meeting

Stantec, together with Maricopa County representatives, will hold meetings with the surrounding Neighborhood Associations (PORA for example) to discuss above design considerations and obtain input from these stakeholders. A goal and desired outcome of these meetings would be to review all of the potential alternative access points to be considered. Ultimately, consensus regarding potential alternative access is desirable for use in developing the Alternative Conceptual Land Use Plans. The location, dates and times for Neighborhood Meetings and meetings with PORA will be delineated in the proposed Public Participation Plan.

Prepare Alternative Conceptual Land Use Plan One and Two

Two Alternative Conceptual Land Use Plans for the Subject Site will be developed by Stantec at the juncture when the Opportunities and Constraints of the land, the Highest and Best Use of the land, and the political, jurisdictional and neighborhood homeowners concerns are well known. In this way, to the greatest extent possible, concerns can then be considered while developing land use plans.

The Stantec Team, Planning will analyze the Data Collection, Opportunities and Constraints mapping and the Highest and Best Use Study. This Team will have met in Charette with the Maricopa County Rezoning and Annexation Team to concur on potential land uses appropriate for the site and study of the Zoning Ordinances and General Plans will have been accomplished. With the background research in place and the base map completed, Stantec Planning proposes to complete the Alternative One and Two Conceptual Land Use Plan.

Charrette 2 – Critique Alternative One and Two

Design Charrette #2 Meeting will be held with Maricopa County, the City of Surprise and stakeholders to critique the Alternative One and Two Conceptual Land Use Plans.

Prepare Hybrid of Conceptual Land Use Plans - Alternative Three

With the critique comments of Alternative Plans One and Two, Stantec will prepare a hybrid of the plans, resulting in a Third Alternative Conceptual Land Use Plan. This third plan would be used as the plan that will be moved forward into the rezoning process, annexation and entitlement of the Subject Site.

Charrette 3 – Consensus and Approval - Alternative Three

Charrette #3 Meeting would be held to review, critique, and recommend revisions for the third, Conceptual Land Use Plan. With the completion of recommended revisions, this plan would move forward in the submittal of the Zone Change and Annexation processes.

Water Study – Proposed Conditions

Based on the third, Conceptual Land Use Plan, the Stantec Team, Engineering will complete a Water Report, which will include a proposed water system map, pipe sizing, pressure zones, etc.

Sewer Study – Proposed Conditions

Based on the third, Conceptual Land Use Plan, the Stantec Team, Engineering will complete a Sewer Report, which will include a proposed wastewater system map, pipe sizing, etc.

Drainage Study – Proposed Conditions

Based on the third Conceptual Land Use Plan, the Stantec Team, Engineering will complete a Drainage Report, which will include the conceptual location and size of retention basins, dry wells, etc.

Traffic Study

The Stantec Team, sub consultant Task Engineering, Ken Howell will complete a Traffic Study based on the third, Conceptual Land Use Plan. Task Engineering will complete a Traffic Report, which will include a Trip Generation, and Distribution, Traffic Assignment, Traffic Analysis and traffic counts.

- 2.1.3 The Stantec Team will prepare the necessary documents for rezoning and annexation in accordance with Maricopa County/City of Surprise Ordinances. MCDOT will be made a part of the planning and review process stakeholders.

Prepare Documents for Rezoning

The necessary documents for rezoning will be prepared by Stantec in accordance with Maricopa County Ordinances and Zone Change Application Submittal Checklist. Documents are anticipated to include those appropriate for Conceptual Land Use Planning, as listed on the Maricopa County Zone Change Submittal Checklist, including, but not limited to, the documents applicable to the Application, Site Plan, Narrative Report and Public Participation Plan, Notification Requirements, Photographs, Drainage Report, Traffic Report and Other Information as may be deemed appropriate for Zone Change and Annexation conceptual plans.

The Zone Change Narrative Report will include such items as Title page, Purpose of the Request, Project Description, Relationship to Surrounding Property, Location and Accessibility, Circulation, Development Phasing, Community Facilities and Services, Public Utilities and Services list, and Conceptual Landscape (theme, signs and screening). At the discretion of Maricopa County, detail regarding Architectural renderings and themes may be held for the new owner/developer to conceive and develop after Annexation.

As a part of the documents, site specific Water, Sewer and Drainage Studies would be submitted. Stantec will create and submit additional concept plans and studies as required and/or may be deemed appropriate for Rezone and Annexation conceptual planning. As determined to be appropriate by Maricopa County, these additional plans and studies may include Conceptual Landscape, Conceptual Phasing and Lighting plans. These plans would be based on the third, Concept Land Use Plan. A Concept Landscape Plan would conceptually address the sign design, screen wall design and plantings. Lighting plans would be conceptual showing permitted type of light, potential locations, and height. Any required lighting plan will be completed by the Stantec Team, Electrical Engineer and sub consultant Wright Engineering, Mr. Ron Wright.

Prepare Documents for Annexation

Simultaneous with the preparation of documents for Rezoning submittal to Maricopa County, Annexation documents will be prepared by Stantec in accordance with the City of Surprise (or other jurisdiction as appropriate) Ordinances and according to the jurisdiction's Instructions for Filing an Annexation Petition Application. In general, the City of Surprise documents would include: the Application, Survey Map, Legal Description, the Conceptual Land Use Map, Property Owners List with assessed value and parcel number, the Annexation Resolution, Public Notice and Vicinity Map, Annexation Ordinance, and the Annexation Petition.

- 2.1.4 A Pre-Application Meeting would be held prior to any submittal for Zone Change and/or Annexation. The selected designated third, Conceptual Land Use Plan would be used for discussion in the Pre-Application Meeting. Stantec would prepare meeting presentation materials and participate in a Pre-Application Meeting with Maricopa County and City of Surprise staff. This meeting should be held prior to the preparation of finished documents for rezoning or annexation.
- 2.1.5 Once the Submittal Package for Zone Change is completed, the package will be submitted to Maricopa County for routing to the various Maricopa County Departments and stakeholders for review. It is anticipated that in this same process the package will also be routed to Maricopa County Planning and Development, MCDOT and Procurement for review and to all other appropriate stakeholders including those described in the Planning and Development Zone Change Process Guide. At the discretion of Maricopa County, it is anticipated that the Zone Change Application and documents may be reviewed according to the Zone Change Process of Maricopa County Planning and Development, which includes, Citizen Participation (including as described above), Technical Advisory Committee (TAC) Meetings, a Post TAC resubmit, Citizen Participation Plan Results Report Submittal, authorization by staff for the documents to move forward to Planning and Zoning Hearings, Public Notice and Posting of the Hearing, Completion of Staff Reports, the Planning and Zoning Hearing, Staff Report, Board of Supervisors Hearing and Post Board of Supervisors Activity. Stantec will attend and participate in TAC Meetings and Public Hearings as directed by Maricopa County. In addition, Gammage & Burnham Attorney at Law, Steve Anderson, is a sub consultant to the Stantec Team. Steve Anderson is available throughout the Zone Change and Annexation process for consultation and to attend hearings as needed.
- 2.1.6 The documents for Annexation will be submitted by Stantec concurrently or consecutively with the timing of the Rezoning submittal documents, at the direction and discretion of Maricopa County. Due to the above process, wherein the City of Surprise (or other jurisdiction) has been a stakeholder participant and has concurred with rezoning land use plans, it is anticipated that the zoning approved by Maricopa County in their Zone Change Process and agreed upon by the annexing City will be accepted by the annexing jurisdiction and will become effective within thirty days of annexation into that jurisdiction. Stantec will prepare an annexation timeline.
- Stantec will attend and participate in Annexation Public Hearings as directed by Maricopa County. In addition, Gammage & Burnham Attorney at Law, Steve Anderson, is a sub consultant to the Stantec Team. Steve Anderson is available throughout the Annexation process for consultation and to attend hearings as needed.
- 2.1.7 Stantec will provide written monthly status reports to Maricopa County / MCDOT. Based on dates from February 19, 2003 through June 30, 2004, seventeen (17) Status Reports are anticipated.

MEETINGS

Stantec includes the following number of meetings

- ✓ Project Kick Off Meeting (1)
- ✓ Meeting to evaluate the Most Cost Effective Process (1)
- ✓ Meeting to develop the Public Participation Plan (1)
- ✓ Public Participation Meetings for Zone Change and Annexation: One-on-One (3)
- ✓ Neighborhood Meetings (3)
- ✓ Charrette Meetings (3)
- ✓ TAC and/or Public Hearing Meetings for Zone Change and Annexation (7)
- ✓ Meetings as needed (5)
- ✓ Monthly Progress Meetings (17)

2.2 LOCATION:

2.2.1 The Subject Site is within Maricopa County, Arizona.

2.3 PROPERTY:

2.3.1 Properties covered under this contract will be owned by MCDOT and total 153.44 acres as outlined on ATTACHMENT A. The total parcel is comprised of the original 94.30 acres and two additional parcels totaling 59.15 acres. The total 153.44 acre is to be treated as one. ~~In the event that circumstances allow, MCDOT may include an additional 29.96 acres located due South and East of the subject area, for a Phase II project under the same contractual conditions. It is understood that fees identified for the original 94.30 acres do not include the fees for the additional 59.15 acres. Therefore, Phase I do not include the fees for this 29.96 acre Phase II. fees may increase accordingly.~~

2.4 DEVELOPMENT RESTRICTIONS:

2.4.1 Within the Stantec Team, Civil Engineering will complete studies including, but not limited to: preparation of constraints mapping, utility accessibility and potential easements (power, gas, communication etc), water and sewer studies, and drainage studies (floodplain, restrictions and retention).

2.4.1.1 The Stantec Team will address high voltage power lines and other utility easements with "Data Collection and Analysis, "Constraints Mapping" and in the "Alternative Conceptual Plans".

2.4.1.2 The Stantec Team will address arterial roads and access with "Data Collection and Analysis, "Constraints Mapping" and in the "Alternative Conceptual Plans".

2.4.1.3 The Stantec Team will address sewer and water utility accessibility with "Data Collection and Analysis", "Constraints Mapping" and in the "Alternative Conceptual Plans". A site specific Water Study and a Sewer Study will be completed.

2.4.1.4 The Stantec Team will address environmental requirements with "Data Collection and Analysis", "Constraints Mapping" and in the "Alternative Conceptual Plans". A site specific Phase One Report, 404 JD Survey and Archeological Survey will be completed.

2.4.1.5 The Stantec Team will address hiking and non-motorized vehicular trails with "Data Collection and Analysis", "Constraints Mapping" and in the "Alternative Conceptual Plans".

2.4.1.6 The Stantec Team will address floodplain regulations with "Data Collection and Analysis", "Constraints Mapping" and in the "Alternative Conceptual Plans". A site specific Drainage Report will be completed.

2.4.1.7 The Stantec Team will address floodplain regulations with "Data Collection and Analysis", "Constraints Mapping" and in the "Alternative Conceptual Plans". A site specific Drainage Report will be completed.

2.4.1.8 If any other encumbrances are identified, the Stantec Team is fully qualified to address these issues.

2.5 REZONING:

- 2.5.1 The subject parcels will be rezoned from their existing zoning to more intense zoning, which will enhance the District's ability to dispose of said property at the maximum value.

2.6 MCDOT GOALS:

- 2.6.1 The Stantec Team's goal is to ensure that the property is entitled for disposition in a way that will result in the highest sale price with the least amount of investment by the District. This work is to be completed by June 30, 2004.

2.7 TECHNICAL INFORMATION:

- 2.7.1 MCDOT may be able to provide technical information to the consultant as it is available and as MCDOT staff time will allow.
- 2.7.2 MCDOT will provide a legal description and map of the property.
- 2.7.3 MCDOT's property Management Branch will provide support and/or attendance at any hearings, public meetings or other forums that is appropriate to answer questions and substantiate the Consultant's mission.

2.8 TAX:

- 2.8.1 No tax shall be levied against labor. Exhibit A-Pricing includes all labor, overhead tools and equipment used, profit and any taxes that may be levied.

STANTEC CONSULTING INC, 8211 S. 48TH STREET, PHOENIX, AZ 85044

P089511 / B0700023 / 96194

Terms:	NET 30
Vendor Number:	W000000570 X
Telephone Number:	602/438-2200
Fax Number:	602/431-9562
Contact Person:	Penny Milton or Cindy Koluch Beth Ann Moffett
E-mail Address:	pmilton@stantec.com phxproposals@santec.com
Company Web Site:	www.stantec.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending March 31, 2006 2008.